



translation in English

# LICENSE AGREEMENT with regard to the trademark “IN ANTWERP WE SPEAK DIAMOND”

## THE PARTIES:

1. City of Antwerp  
Grote Markt 1 - 2000 Antwerp, Belgium  
Hereby duly represented by the Mayor and the Board of Aldermen  
represented by Bart De Wever, Mayor,  
and Sven Cauwelier, managing director,  
Hereinafter referred to as the “**Licensor**”

## AND

- 2.

Hereby duly represented by  
in his/her capacity of  
Hereinafter referred to as the “**Licensee**”

of the company

All the parties will hereinafter jointly be referred to as “**Parties**” or individually as “**Party**”.

## RECITALS:

WHEREAS Licensor, the City of Antwerp, has a rich diamond-history going back as far as 1447 and has developed a unique position as the world leading center for diamond trade. Its position and reputation as a diamond trading city have been recognized internationally. Diamond trade was and continues to be a very important economic driver for the City of Antwerp and its businesses.

WHEREAS Licensor’s wishes to further promote and enhance its position as the world center for diamond trade, as well as a creative hub for the contemporary jewel industry, the go-to marketplace for diamond traders, jewelers, producers and suppliers for the diamond trade and as the touristic center for the gold- & silversmith’s trade.

WHEREAS Licensor has, in view of the foregoing, developed the trademark “**IN ANTWERP WE SPEAK DIAMOND**” to express the city’s unique connection and history with diamond trade and the value thereof for the city. Licensor has substantially invested in the development of this trademark and the marketing campaign accompanying it and will continue to pursue this.

WHEREAS in view of the above, Licensor has taken the initiative to protect the trademark “**IN ANTWERP WE SPEAK DIAMOND**” through certain intellectual property rights, including the Benelux application no. 1378608 for the word mark **IN ANTWERP WE SPEAK DIAMOND**, applied for on 17/07/2018 [and registered on 06/11/2018 under the number 1037488] for the following goods and services (in the official language of the application):

- Class 16: Drukwerken, kranten, tijdschriften, boeken; boekbinderswaren; foto’s; leermiddelen en onderwijsmaterialen uitgezonderd toestellen; gedrukte publicaties; affiches; catalogi; educatieve publicaties; gedrukt promotiemateriaal.
- Class 35: beheer van commerciële zaken; beheer van niet- commerciële zaken; groothandels- en kleinhandelsdiensten met betrekking tot juwelen, diamanten en horloges; merchandising met betrekking tot juwelen, diamanten en horloges; verspreiding van reclamemateriaal; samenstellen van reclamemateriaal en reclameboodschappen; marktonderzoek en marktanalyse; advisering inzake de bedrijfsvoering; advisering en consultancy inzake bedrijfsvoering en over bedrijfsorganisatie; diensten op het gebied van public relations, ten behoeve van imagoverzorging voor bedrijven, steden en overheden; diensten op het gebied van public relations, ten behoeve van commerciële en niet- commerciële bedrijven; marketinganalyse; organisatie van evenementen, beurzen, tentoonstellingen, beurzen en tentoonstellingen voor commerciële, promotionele en reclamedoeleinden; promotie van de verkoop van goederen en diensten van derden door middel van promotionele evenementen, conferenties, tentoonstellingen en wedstrijden; promotie van bijzondere evenementen; merchandising van producten en advisering ter zake; publiciteit, verkooppromotie en reclame op het gebied van toerisme; informatie, voorlichting, rapportage en advisering met betrekking tot voornoemde diensten.
- Class 39: Toeristische rondleidingen; diensten van reisgidsen; rondleidingen en excursies; organisatie van toeristische tripjes; transportdiensten voor toeristische rondleidingen; verschaffen van toeristische reisinformatie via internet; diensten voor de organisatie van excursies voor toeristen; informatieverstrekking aan toeristen met betrekking tot excursies en begeleide tours; verstrekken van informatie met betrekking tot transport, reizen, routes en verkeer.
- Class 41: Verstrekken van informatie over culturele, recreatieve en educatieve activiteiten en evenementen; diensten van musea; organisatie van evenementen en tentoonstellingen voor culturele, educatieve en recreatieve doeleinden; het organiseren van conferenties, tentoonstellingen en wedstrijden voor culturele, educatieve en recreatieve doeleinden; het organiseren van educatieve spellen; publicatie en uitgave van drukwerken met betrekking tot goud- en edelsmeedwerk, juwelen, diamanten en het maakproces daarvan; het organiseren van prijsuitreikingen; kunsttentoonstellingen.

(and in English):

- Class 16: Printed matter, newspapers, magazines, books; bookbinding material; photographs; teaching materials [except apparatus]; printed publications; posters; catalogues; educational publications; printed promotional material.
- Class 35: Business management; management of non-commercial businesses; wholesale and retail services in relation to jewellery, diamonds, and watches; merchandising in relation to jewellery, diamonds and watches; distribution of promotional matter; preparation of advertising material and commercials; market research and analysis; business management consultancy; business organization consultancy; public relations services, for the purpose of creating and maintaining a good image for companies, cities and governments; public relations services for commercial and non-commercial companies; analysis relating to marketing; organization of events, fairs and exhibitions for commercial, promotional and advertising purposes; promotion of the sales of goods and services of others by means of promotional events, conferences, exhibitions and competitions; promotion of special events; merchandising of products and consultancy regarding the same; publicity, sales promotion and advertising in the field of tourism; consultancy, information and reporting services relating to the aforementioned services.
- Class 39: Sightseeing [tourism]; travel courier services; sightseeing, tour guide and excursion services; organization of sightseeing tours; transport services for sightseeing tours; providing tourist travel information, via the Internet; services for the arranging of excursions for tourists; providing information to tourists relating to excursions and sightseeing; providing information in relation to transport, travel, travel routes and traffic.
- Class 41: Providing information relating to cultural, recreational and educational activities and events; museum services; organisation of events and exhibitions for cultural, educational and recreational purposes; organization of conferences, exhibitions and competitions for cultural, educational and recreational purposes; arranging and conducting of educational games; publication and distribution of printed matter relating to goldsmithing, jewellery, diamonds and the making processes thereof; organizing of prize draws for promotional purposes; art exhibition services.

(hereinafter referred to as the **“Trademark”**)

WHEREAS Licensor wishes to grant to certain businesses closely related to the diamond and jewelry industries and/or the gold- & silversmith’s sector, having a good reputation and with an international reach, the right to use the trademark **“IN ANTWERP WE SPEAK DIAMOND”** with a view to allowing those businesses to be an ambassador for the City of Antwerp and its diamond trade and to distinguish the Antwerp diamond economy from other places and businesses offering similar goods and services. The trademark **“IN ANTWERP WE SPEAK DIAMOND”** is intended to further strengthen the position of Antwerp and its diamond trade across the world and to create an additional experience and awareness amongst all Licensees.

WHEREAS Licensee acknowledges the value of the trademark **IN ANTWERP WE SPEAK DIAMOND** and the investments and goodwill attached to it and desires to act as an ambassador for Licensor. In that perspective it wishes to use the Trademark in connection with Licensee’s business and the promotion thereof as well as the promotion of the Antwerp diamond-sector and abide by the strict conditions set forth in this license agreement;

WHEREAS Licensor, subject to the terms and conditions set forth in this license agreement (hereinafter the **“Agreement”**), is willing to grant the Licensee the right of such use of the Trademark;

WHEREAS the Parties hereby wish to set forth the terms and conditions agreed between them in that respect;

#### **IT IS AGREED:**

##### **Article 1 – Object**

Licensor grants to Licensee, who accepts, a royalty-free, non-exclusive and non-transferable license (hereinafter the **“License”**) to use the Trademark, under the following conditions:

- Licensee will at all times and exclusively use and display the Trademark in accordance with the guidelines as specified by Licensor (hereinafter the **“Guidelines”** as defined in Annex). This means that Licensee will never use the Trademark in a manner that is not compatible with the Guidelines;
- In the event that Licensee wishes to use the Trademark in a form that deviates from the Guidelines, it shall submit copies of the proposed deviating format to Licensor. Licensee shall only use the Trademark in another form if it has obtained the prior written approval from Licensor, which approval may be subject to conditions;
- The License is granted exclusively in respect of goods and services in classes 16, 35, 39 and 41 in order to promote goods, services and events relating to diamond trade within the city of Antwerp;
- The License is granted for the territory of the Benelux. The License will also cover the EU, US and China or any other country, if and when the Trademark would be registered in these territories, to be determined at the sole discretion of Licensor (all the aforementioned countries hereinafter together referred to as the **“Territory”**). Licensee shall inform Licensor if it wishes to use the Trademark outside of the Territory, so that Licensor can evaluate whether the protection of the Trademark should be extended outside of the Territory prior to such use.
- Licensee is not entitled to grant any sublicense on the Trademark and/or to transfer any of its rights contained in this Agreement, without the prior written approval of Licensor, which approval can be subject to conditions.

## **Article 2 – Obligations of the Licensee**

2.1. Licensee shall actively use the Trademark during the term of this Agreement.

2.2. Licensee shall not oppose or raise any objections or assist others in opposing or raising any objections in any way against:

- The use, application, registration and/or renewal of the Trademark and/or any other trademark containing the element or referring to the sign **IN ANTWERP WE SPEAK DIAMOND** or a variation thereof by Licensor or any licensee of Licensor;
- The ownership, rights, title and interest of Licensor in the Trademark;
- The validity and enforceability of the rights in the Trademark;

2.3. Licensee shall not file any trademarks or apply or claim any other rights in any signs which are identical or similar to the Trademark for goods and services which are identical or similar to the goods registered under the Trademark, anywhere in the world.

2.4. Licensee shall not use the Trademark in any way that might cause it to become a generic word, lose its distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of Licensor and/or Licensor's goods and services, or any other goods or services marketed under the Trademark.

For the avoidance of doubt, the Parties explicitly acknowledge and declare that the obligations under Articles 2.2. to 2.3. will remain applicable after the termination of this Agreement.

## **Article 3 – Obligations of the Licensee after the termination of the License**

After the termination of the License, Licensee shall:

- Cease any and all use of the Trademark;
- Remove any and all references to the Trademark from all goods and/or services which are offered by Licensee;
- Not take any actions or omit to take any actions that may create the impression that Licensee is still entitled to use the Trademark.

## **Article 4 – Modifications to the Trademark**

Licensor is entitled to modify the Trademark and/or the Guidelines from time to time and Licensee shall accept and apply any such modification.

## **Article 5 – Quality control**

5.1. Licensee shall comply with:

- The specifications, standards and directions that Licensor will communicate to Licensee in writing concerning the quality and other characteristics of the goods and/or services for which the Trademark will be used in accordance with Article 1;
- All applicable laws, regulations, industry standards and codes of practice.

5.2. Licensor is entitled to inspect the goods and/or services bearing the Trademark whenever it sees fit in order to ascertain that Licensee complies with its obligations under this Agreement.

## **Article 6 – No warranties from Licensor**

6.1. Licensor does not provide any warranties to Licensee as to the availability, validity and enforceability of the Trademark.

6.2. Licensor does not warrant in any way that the Trademark application in the Benelux or other countries to which the protection may be extended, will be registered.

## **Article 7 – Duration**

The duration of this Agreement shall be for a term of one (1) year from the date of signature of this Agreement by both Parties. It shall be automatically renewed for consecutive periods of one (1) year, unless terminated by either Party by providing written notice at least three (3) months before the expiry of the term of the Agreement.

## **Article 8 – Termination**

8.1. Notwithstanding article 7 of the Agreement, Licensor shall have the right at any time during the term of this Agreement, to terminate it forthwith by sending a written notice of termination to Licensee specifying the reasons for the termination, if any of the following events occur:

- Licensee materially breaches any of its obligations under this Agreement and, notwithstanding a written request from Licensor to refrain from such a breach in the future and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, fails to comply with such a request;
- Licensee does not have an international presence, character or reach (any more), for example if Licensee no longer operates any establishment or business unit outside of Belgium or if it no longer sells or delivers goods and services to customers outside of Belgium;
- Licensee becomes insolvent or enters into liquidation, a petition in bankruptcy has been filed, or Licensee has been declared bankrupt or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors ("**gerechtelijke reorganisatie/réorganisation judiciaire**"), provided, however, in the latter case, that Licensee has not confirmed within 30 calendar days following a request by Licensor to that effect, that it will continue this Agreement and honour all of its obligations hereunder.

8.2. At any time during the period of validity of this Agreement, Licensee shall have the right to terminate it forthwith by sending a written notice to this effect to Licensor, specifying the reasons for the termination, if Licensor would materially breach any of its obligations under this Agreement notwithstanding a written request from Licensee to refrain from such a breach, and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, and Licensor fails to comply with such a request;

**Article 9 – IPR indemnification clause**

9.1. Licensor shall use reasonable efforts to protect Licensee’s and its own legal position with respect to the Trademark against infringements in the Territory. The protection of these rights against infringements (including any actions to remedy such infringement) is the sole right and responsibility of Licensor, who shall have the sole discretion, charge and direction of eventual actions, save that Licensor shall take account of the reasonable business interests of Licensee.

9.2. In the event Licensee receives a notice or claim for infringement of any third party trademark or other right in the Territory caused by the unlicensed use of the Trademark, it shall promptly notify Licensor. [Licensor shall at his own cost, provide reasonable technical and legal assistance to Licensee in its defence of any such claim.] Licensor does not warrant that any such defence shall be successful.

9.3. Where Licensor assists Licensee in the defence of any claim, Licensor shall have the right to be represented in such defence by advisory counsel of its own selection at his own expense. Licensee shall fully co-operate with Licensor and shall adhere to reasonable recommendations in any such defence.

**Article 10 – Entire Agreement**

This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior communications between the Parties, both oral and written, including but not limited to proposals, previous negotiations, agreements, commitments, understandings, representations, warranties and certifications, express or implied (if any).

**Article 11 – Severability**

The nullity or invalidity of (any part of) any clause contained in this Agreement does not entail the nullity of the entire Agreement, and all other clauses or parts of clauses contained in this Agreement shall remain in full force and effect and shall not be affected thereby. There shall be substituted for any such provision a suitable provision which, as far as is legally possible, comes nearest to what the Parties hereto desired or would have desired according to the sense and purpose of this Agreement, had they considered the point when concluding this Agreement.

**Article 12 – Governing law and dispute resolution**

This Agreement shall be exclusively governed and construed in accordance with the laws of Belgium and both Parties shall submit to the exclusive jurisdiction of the competent courts of Antwerp, provided that the foregoing shall not prevent Licensor from seeking injunctive relief in a court of competent jurisdiction.

Each Party acknowledges and agrees that a non-breaching Party may, upon any breach of this Agreement, immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

Executed in two copies in \_\_\_\_\_ on, \_\_\_\_\_ of which each Party represents having obtained one duly executed copy.

On behalf of Licensor:  
City of Antwerp  
On behalf of the the Mayor and the Board of Aldermen  
Managing director Mayor  
Sven Cauwelier Bart De Wever

On behalf of Licensee:

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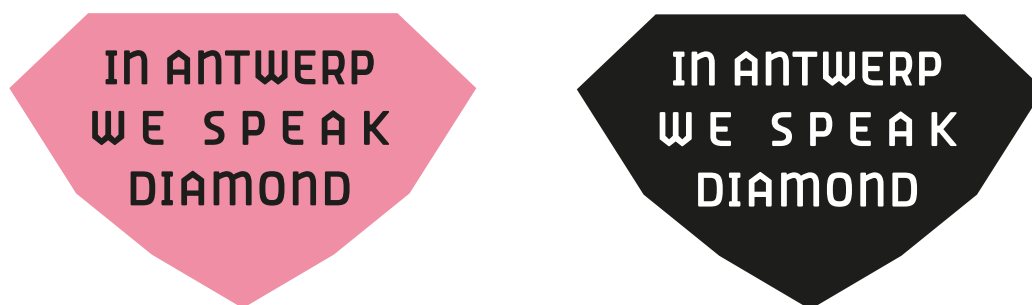
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## ANNEX . GUIDELINES FOR USE OF THE TRADEMARK

### 1. Use of the Trademark as a figurative mark

Licensor has developed a label, in pink and in black, for the Trademark (hereinafter “**Labels**” and depicted below) which Licensee can use in conformity with this Agreement. The Labels are the only figurative versions of the Trademark that Licensee can use. Licensee cannot incorporate the Trademark in any other figurative mark or logo.



Licensor explicitly allows Licensee to use the Labels, including the font that is embedded therein (hereinafter the “**Font**”). Licensee does however not have the right to use the Font embedded in the Labels in any other format and/or apart from the Labels. The Licensee is not allowed to modify the Labels.

### 2. Use of the Trademark as a word mark

If Licensee does not use the Labels mentioned under point 1, Licensee shall use the Trademark in accordance with the following design guidelines:

- a. The Trademark must be looked at as a whole and cannot be broken down in pieces. The Trademark “**IN ANTWERP WE SPEAK DIAMOND**” cannot be altered or modified in any way, for example by switching the position of the words.
- b. The Trademark has to be clearly separated from Licensee’s own trademarks, logo’s and communication.
- c. Licensee’s use of the Trademark shall refer unambiguously to the unique connection and history of Antwerp to diamond trade and/or the value thereof for the city of Antwerp.
- d. Licensee’s use of the Trademark is clear-cut, accessible, understandable and readable.
- e. Licensee shall never incorporate the Trademark in any other trademark, tradename, logo, figurative mark, domain name and/or logotype, nor will Licensee use the Font of Licensor mentioned under point 1.

In case Licensee wants to deviate from these Guidelines, Licensee should request a written approval by Licensor in advance. These requests will be reviewed by Licensor on a case by case basis.